
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

SCHEDULE 13D/A

**Under the Securities Exchange Act of 1934
(Amendment No. 1)***

CNINSURE INC.

(Name of Issuer)

ORDINARY SHARES
(Title of Class of Securities)

G2352K 108
(CUSIP Number)

Yinan Hu
Kingsford Resources Limited
High Rank Investments Limited
c/o Yinan Hu
22/F, Yinhai Building
No. 299 Yanjiang Zhong Road
Guangzhou, Guangdong 510110
People's Republic of China
(86)(20) 6122 2777

Qiuping Lai
22/F, Yinhai Building
No. 299 Yanjiang Zhong Road
Guangzhou, Guangdong
510110
People's Republic of China
(86)(20) 6122 2777

With a copy to:
Scott Clemens
Baker & McKenzie LLP
Suite 3401, China World Tower 2
China World Trade Center
1 Jianguomenwai Avenue
Beijing 100004
People's Republic of China
(86)(10) 6535 3971

(Name, Address and Telephone Number of Person Authorized to
Receive Notices and Communications)

September 14, 2011
(Date of Event Which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box. ☐

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule 13d-7 for other parties to whom copies are to be sent.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

CUSIP No. G2352K 108

1	NAMES OF REPORTING PERSONS Yinan Hu		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>		
3	SEC USE ONLY		
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) OO		
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>		
6	CITIZENSHIP OR PLACE OF ORGANIZATION People's Republic of China		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH		7	SOLE VOTING POWER 3,240,000
		8	SHARED VOTING POWER 219,441,430 ¹
		9	SOLE DISPOSITIVE POWER 3,240,000
		10	SHARED DISPOSITIVE POWER 219,441,430
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 222,681,430		
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>		
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 22.2%		
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) IN		

¹ Includes 170,226,375 ordinary shares, and 9,258,840 ordinary shares in the form of American Depositary Shares (each representing 20 ordinary shares) held through Kingsford Resources Limited (see Item 5).

CUSIP No. G2352K 108

1	NAMES OF REPORTING PERSONS Kingsford Resources Limited	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) OO	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION British Virgin Islands	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 219,441,430 ² High Rank Investments Limited may also be deemed to have power with respect to the above shares (see Item 5)
	8	SHARED VOTING POWER 0
	9	SOLE DISPOSITIVE POWER 219,441,430 ² High Rank Investments Limited may also be deemed to have power with respect to the above shares (see Item 5)
	10	SHARED DISPOSITIVE POWER 0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 219,441,430	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 21.9%	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) CO	

² Includes (i) 208,121,430 ordinary shares, and (ii) 11,320,000 ordinary shares in the form of American Depositary Shares (each representing 20 ordinary shares).

CUSIP No. G2352K 108

1	NAMES OF REPORTING PERSONS High Rank Investments Limited	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) OO	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION British Virgin Islands	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 219,441,430 ³ Kingsford Resources Limited may also be deemed to have power with respect to the above shares (see Item 5)
	8	SHARED VOTING POWER 0
	9	SOLE DISPOSITIVE POWER 219,441,430 ³ Kingsford Resources Limited may also be deemed to have power with respect to the above shares (see Item 5)
	10	SHARED DISPOSITIVE POWER 0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 219,441,430	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 21.9%	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) CO	

³ Includes (i) 208,121,430 ordinary shares, and (ii) 11,320,000 ordinary shares in the form of American Depositary Shares (each representing 20 ordinary shares).

CUSIP No. G2352K 108

1	NAMES OF REPORTING PERSONS Qiuping Lai	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) OO	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION People's Republic of China	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 2,400,000
	8	SHARED VOTING POWER 219,441,430 ⁴
	9	SOLE DISPOSITIVE POWER 2,400,000
	10	SHARED DISPOSITIVE POWER 219,441,430
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 221,841,430	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 22.1%	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) IN	

⁴ Includes 24,044,465 ordinary shares and 1,307,820 ordinary shares in the form of American Depositary Shares (each representing 20 ordinary shares) held through Kingsford Resources Limited.

This Amendment No. 1 on Schedule 13D/A (this “Amendment No. 1”) amends that certain Schedule 13D previously filed with the Securities and Exchange Commission on May 16, 2011 (the “Original Filing”) relating to the ordinary shares, par value \$0.001 per share (“Ordinary Shares”), including Ordinary Shares represented by American Depositary Shares (“ADSs,” each ADS representing 20 Ordinary Shares), of CNinsure Inc. (the “Issuer”). The Ordinary Shares are represented by American Depositary Shares (“ADSs”), each ADS representing 20 Ordinary Shares. The Issuer’s ADSs are listed on the NASDAQ Global Select Market under the symbol “CISG”.

This Amendment No. 1 is being filed jointly by Yinan Hu, Kingsford Resources Limited (“Kingsford Resources”), High Rank Investments Limited (“High Rank Investments”) and Qiuping Lai (together, the “Reporting Persons”).

Unless otherwise stated herein, the Original Filing remains in full force and effect. Terms used therein and not defined herein have the meanings ascribed thereto in the Original Filing.

Item 2. Identity and Background

Item 2 is hereby amended and supplemented by adding the following at the end thereof:

As described in Item 6 below, the Sponsor, Yinan Hu, Kingsford Resources, and the Existing Investor have entered into an agreement which terminates the Consortium Agreement. The information set forth in Items 4 and 6 below is hereby incorporated by reference into this Item 2.

Item 3. Source and Amount of Funds or Other Consideration

Item 3 is hereby amended and supplemented by adding the following at the end thereof:

As described in Item 4 below, the Sponsor, Yinan Hu, Kingsford Resources, and the Existing Investor have withdrawn the Proposal. The information set forth in Items 4 and 6 below is hereby incorporated by reference into this Item 3.

Item 4. Purpose of Transaction

Item 4 is hereby amended and supplemented by adding the following at the end thereof:

On September 14, 2011, the Sponsor, Yinan Hu, Kingsford Resources, and the Existing Investor submitted a letter (“Proposal Withdrawal Letter”) to the Special Committee of the Board of Directors of the Issuer which notified the Issuer that such parties had unanimously determined to withdraw the Proposal. The withdrawal of the Proposal was effective as of September 14, 2011. A copy of the Proposal Withdrawal Letter has been filed as Exhibit 99.5 to this Amendment No. 1. The information set forth in Item 6 below is hereby incorporated by reference into this Item 4.

Item 6. Contracts, Arrangements, Understandings, or Relationships with respect to Securities of the Company

Item 6 is hereby amended and supplemented by adding the following at the end thereof:

In connection with the withdrawal of the Proposal, Yinan Hu, Kingsford Resources, the Existing Investor and the Sponsor have entered into a termination agreement, dated September 15, 2011 (the “Consortium Termination Agreement”), which terminates the Consortium Agreement. A copy of the Consortium Termination Agreement has been filed as Exhibit 99.6 to this Amendment No. 1. The information set forth in Item 4 above is hereby incorporated by reference into this Item 6.

Item 7. Material to Be Filed as Exhibits

Item 7 is hereby amended and supplemented by adding the following exhibits:

Exhibit 99.5: Proposal Withdrawal Letter to the Special Committee of the Board of Directors of the Issuer dated September 14, 2011

Exhibit 99.6: Consortium Termination Agreement, dated September 15, 2011, by and among Yinan Hu, Kingsford Resources Limited, CDH Inservice Limited and the TPG Asia V MU, Inc.

Signatures

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Date: September 15, 2011

YINAN HU

By: /s/ Yinan Hu
Name: Yinan Hu

KINGSFORD RESOURCES LIMITED

By: /s/ Yinan Hu
Name: Yinan Hu
Title: Director

HIGH RANK INVESTMENTS LIMITED

By: /s/ Qiuping Lai
Name: Qiuping Lai
Title: Director

QIUPING LAI

By: /s/ Qiuping Lai
Name: Qiuping Lai

September 14, 2011

Special Committee of the Board of Directors
CNinsure Inc.
22nd Floor, Yin Hai Building
No. 299 Yanjing Zhong Road
Guangzhou, Guangdong 510110
People's Republic of China

Dear Sirs:

We refer to our preliminary non-binding proposal (the "Proposal") to the board of directors of CNinsure Inc. (the "Company"), dated May 14, 2011, to acquire the Company pursuant to the Acquisition (as defined in the Proposal). Pursuant to the terms of our consortium agreement, we have unanimously determined to withdraw our Proposal for the Company. We hereby notify the Company of such withdrawal effective as of the date of this letter.

Sincerely,

TPG ASIA V MU, INC.

By: /s/ Sing Wang
Name: Sing Wang
Title: Authorized Signatory

/s/ Yinan Hu
YINAN HU

KINGSFORD RESOURCES LIMITED

By: /s/ Yinan Hu
Name: Yinan Hu
Title: Director

CDH INSERVICE LIMITED

By: /s/ Kiang Hua Lew
Name: Kiang Hua Lew
Title: Director

cc:

Bob Bartell, Duff & Phelps
Bill Snyder, Duff & Phelps
Douglas Freeman, Fried, Frank, Harris, Shriver & Jacobsen LLP

THIS TERMINATION AGREEMENT (this "Agreement") is made as of September 15, 2011, among Yinan Hu (the "Founder"), Kingsford Resources Limited, a company incorporated under the laws of the British Virgin Islands (the "Founder Vehicle"), and together with the Founder, the "Founder Parties"), CDH Inservice Limited, a company incorporated under the laws of the British Virgin Islands (the "Existing Investor"), and TPG Asia V MU, Inc., a company incorporated under the laws of Mauritius (the "Sponsor"). Each of the Founder Parties (taken as a whole), the Existing Investor and the Sponsor is referred to herein as a "Party" and collectively, the "Parties".

WHEREAS, the Parties entered into a consortium agreement dated as of May 14, 2011 (the "Consortium Agreement") in relation to a proposed transaction with respect to CNinsure Inc.; and

WHEREAS, the Parties, after consultation with one another, have withdrawn the Proposal (as defined in the Consortium Agreement) and unanimously determined not to proceed with the Transaction (as defined in the Consortium Agreement), and wish to terminate the Consortium Agreement upon the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual agreements and covenants set forth hereinafter, the Parties hereby agree as follows:

1. Definitions and Interpretation. Capitalized terms used herein and not otherwise defined shall have their respective meaning as set forth in the Consortium Agreement. The provisions of Article XI (*Definitions and Interpretation*) of the Consortium Agreement shall apply *mutatis mutandis* with respect to this Agreement.

2. Termination of the Consortium Agreement. The Consortium Agreement shall be terminated with immediate effect; provided that, notwithstanding the foregoing, (a) Section 3.01(b) (*Transaction Costs*), Article IV (*Limitation of Liability*), Section 7.02 (*Confidentiality*), Section 7.03 (*Permitted Disclosures*), Article VIII (*Notices*), Article X (*Miscellaneous*) (other than Section 10.02 (*Further Assurances*)), and Article XI (*Definitions and Interpretation*) of the Consortium Agreement shall continue to have effect and be binding on each Party in accordance with their respective terms following such termination, and (b) nothing herein shall relieve any Party from liability for any breach of the Consortium Agreement or other acts or omissions occurring on or prior to the date hereof, and each Party reserves all of its respective rights.

3. Further Assurances. Each Party shall use all reasonable best efforts to take, or cause to be taken, all actions, and to do, or cause to be done, and to assist and cooperate with the other Parties in doing, all things necessary, proper or advisable to carry out the intent and purposes of this Agreement.

4. Amendment. Neither this Agreement nor any term hereof may be amended or otherwise modified other than by an instrument in writing signed by the Parties.

5. Counterparts. This Agreement may be executed in counterparts and all counterparts taken together shall constitute one document. This Agreement shall not be effective until each Party has executed at least one counterpart.

6. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York. The provisions of Section 10.09 (*Governing Law*) and Section 10.10 (*Remedies*) of the Consortium Agreement shall apply *mutatis mutandis* with respect to this Agreement.

* * * *

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered as of the date first written above.

YINAN HU

/s/ Yinan Hu

KINGSFORD RESOURCES LIMITED

By: /s/ Yinan Hu

Name: Yinan Hu

Title: Director

CDH INSERVICE LIMITED

By: /s/ Kiang Hua Lew

Name: Kiang Hua Lew

Title: Director

TPG ASIA V MU, INC.

By: /s/ Sing Wang

Name: Sing Wang

Title: Authorized Signatory